

Contract no 736

File

AGREEMENT
BETWEEN
TOWNSHIP OF ESSEX FELLS
AND
WEST ESSEX POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 81

January 1, 1991 Through December 31, 1993

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PREAMBLE

THIS AGREEMENT made and entered into at Essex Fells, New Jersey, this 1st day of January, 1991, by and between the TOWNSHIP OF ESSEX FELLS, in the County of Essex, hereinafter referred to as the "Township" and the WEST ESSEX POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 81, hereinafter referred to the "P.B.A."

WITNESSETH

WHEREAS, the Township and the P.B.A. recognize and declare that providing quality Police protection for the Township is their mutual aim, and;

WHEREAS, the Township Council and the Township Administration retain the basic decision making powers over fiscal and management questions, and;

WHEREAS, the Township has an obligation to negotiate with the P.B.A. as the representative of the employees hereinafter designated with respect to the terms and conditions of employment, and;

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is agreed as follows:

ARTICLE - RECOGNITION

The Township hereby recognizes the P.B.A., Local No. 81, as the exclusive bargaining representative with respect to rate of pay, hours, and other conditions of employment for employees of the Police Department, who are classified as Patrolmen, Sergeants, and Lieutenants, but excluding the Chief of Police, Captain, and all other Employees of the Township of Essex Fells.

ARTICLE II - WAGES

All employees covered by the provisions of this Agreement shall receive salaries at the annual rates and on the effective date indicated in accordance with the following schedule:

PATROLMEN

	<u>1/1/91</u>	<u>1/1/92</u>	<u>1/1/93</u>
First 6 months of service	\$25,271	\$26,850	\$28,461
Second 6 months of service	27,724	29,457	31,224
Second year of service	31,249	33,202	35,194
Third year of service	33,541	35,637	37,775
Fourth year of service	35,927	38,172	40,462
Fifth year of service and thereafter	39,248	41,701	44,203

SERGEANTS

First year of service	\$41,765	\$44,375	\$47,038
Second year of service and thereafter	43,252	45,955	48,712

LIEUTENANTS

First year of service	\$47,563	\$50,536	\$53,568
Second year of service and thereafter	48,944	52,003	55,123

ARTICLE III - LONGEVITY

1. Each employee covered by this agreement shall receive in addition to his base salary a longevity payment as follows:

Period of Continuous, Uninterrupted Service

Less than 5 years	None
5 through 10 years	2% of base pay
11 through 15 years	4% of base pay
16 through 20 years	6% of base pay
21 through 24 years	8% of base pay
More than 24 years	10% of base pay

2. The longevity payment due shall be calculated from the employee's anniversary date of employment.

ARTICLE IV - HOURS OF WORK AND OVERTIME

1. The regular work week, from Monday through Sunday, shall be forty (40) hours, consisting of five (5) days in any week.

2. All regular police duty work authorized to be performed in excess of forty (40) hours in any work week or eight (8) hours in any normal work day shall be paid in cash payments at time and one half the regular straight time hourly rate.

Overtime shall not be paid for work performed beyond forty (40) hours in any work week or eight (8) hours in any normal work day for:

1. Signing of complaints where a complaint has been improperly completed or requires only a signature.
2. Uniform fittings.
3. Medical examinations.
4. Contract negotiations.
5. Grievance procedures.

The foregoing five items are meant to be representative of, but not all inclusive.

Insofar as possible, based on operational requirements of the department, the Chief of Police shall provide for a fair and equal system of overtime allocation. However, in the event of operational necessity, as determined by the Chief of Police, employees covered by this agreement shall accept overtime assignments.

3. All court time, other than when an officer is on regular duty, shall be payable in cash or compensatory time, at the officer's choice, at time and one half the regular hourly rate with a two (2) hour minimum guarantee.

4. Compensatory Time Off

Payment, in the form of time off at the rate of one and one half (1-1/2) times actual hours worked, shall be made for "Police Related Work." Police Related Work shall include but not be limited to the following activities not conducted during an officer's normally scheduled shift: meetings of the department; attendance at seminars; conferences on police work; qualifications on the pistol range. In the event a question arises concerning whether a particular activity falls within the definition of Police Related Work, past practice shall govern.

5. (a) Officers shall be permitted to take time off under this Article at such reasonable times as they may desire, provided:

- (1) they make written application for time off at least five (5) work days in advance, and
- (2) the reasonable scheduling needs of the Police Department, as determined by the Chief of Police, do not conflict with the granting of time off.

(b) Officers shall be permitted to accumulate time off under this Article, up to a maximum of nine (9) work days (up to seventy-two (72) straight-time hours). Once an officer accumulates one (1) or more days in excess of his permitted accumulation, such officer must request days off within thirty (30) days so as to reduce his accumulation of days off to nine (9) or less.

(c) A record of each officer's time accumulated under this Section shall be kept on a bulletin board, and additions or subtractions from an officer's time record shall be posted at least once each month.

(d) In the event an officer requests days off under Section (b) above, but is not permitted to take such days because of scheduling conflicts, then the application of this Section shall be subject to the Grievance Procedure of this Agreement.

6. Except for court time, any employee required to return to work after completion of his regular shift, and prior to the start of his next scheduled shift, shall be guaranteed four (4) hours at the overtime rate.

It is understood that this four-hour minimum does not apply if the callback extends to the employee's regular starting time. For example, if an employee is due to work at 7 a.m. and is called in at 5 a.m., the period from 5 to 7 a.m. will result in 3 hours of overtime (i.e., two hours at time and one half) and not six hours (i.e., four-hour minimum at the time and one half).

7. The provisions of this article governing overtime shall not apply when employees voluntarily switch schedules, which may be done after securing approval of the Chief of Police.

ARTICLE V - HEALTH AND INSURANCE BENEFITS

1. The Township shall provide enrollment in the State Health Benefits Program for all permanent employees covered by this Agreement who have been on the payroll for two months at the beginning of the third month of employment on the same basis as has been done heretofore. The Township shall not be precluded from changing an insurance carrier so long as substantially similar benefits are provided.

2. The Township shall pay for full cost of the Health Benefits Program for the employee and his family unless the employee elects to be covered by another plan.

3. The Township shall provide to each permanent employee the following benefits:

- a. State Health Benefits Program
- b. Additional Life Insurance of \$3,000.00
- c. False Arrest Insurance

The Township shall provide each presently employed employee with a description of his health and insurance benefits.

4. The Township will continue to provide State Health Benefits coverage for retired members of the unit and their dependents, but not including survivors, for a retiree who has retired after 25 years or more of service, for a period of four years after retirement or until such retiree has available similar health and medical coverage in other employment, or becomes eligible for Medicare, whichever occurs first.

5. The Township shall provide a fully funded dental insurance program for all permanent uniformed employees of the Police Department and their dependents as defined by the company.

Effective January 1, 1991, the Township's dental insurance program shall be provided by Delta Dental Plan of New Jersey. The Plan agreed upon is the 80/20 plan plus orthodontic (\$1,000 lifetime maximum) benefits.

The Township shall not be precluded from changing an insurance carrier so long as substantially similar benefits are provided.

ARTICLE VI - VACATIONS

1. A vacation period shall be provided for every full-time uniformed employee of the Police Department with full pay. The annual vacation credits shall be fixed and determined as of the employee's anniversary date.

<u>2. Length of Service</u>	<u>Vacation Credits</u>
0 to 1 year	1 working day for each month of service (maximum of 10 days)
1 through 5 years	13 working days
Through 6 years	15 working days
Through 7 years	17 working days
Through 8 years	18 working days
9 years through 12 years	19 working days
13 years through 14 years	20 working days
15 years through 18 years	23 working days
Through 19 years and thereafter	25 working days

3. The scheduling of vacation days shall be at the discretion of the Chief of Police.

4. Subject to review and approval of the Chief of Police or his designee, up to two (2) days per year of the paid vacation time in the above schedule may be taken by each employee to attend to personal matters. This is an annual privilege and days not utilized in one year will not carry over to the following or subsequent years.

5. Employees must give the Chief of Police as much advance notice as possible but in no case less than five (5) calendar days notice when requesting the use of vacation day(s) in this way unless it is an emergency

situation which could not have been reasonably foreseen. Leave time under this policy shall be granted only in full-day units.

6. The parties agree that utilization of vacation days in this fashion will be permitted as long as the Township has adequate personnel on hand to perform all necessary functions. The Township shall not be obligated to incur overtime expenditures to implement this discretionary vacation leave provision but understands that this may occasionally occur in the course of administering this provision.

7. The Township agrees that the incurring of overtime will not be the sole factor to deny a request to use a vacation day in this manner.

ARTICLE VII - HOLIDAYS

1. Each full-time uniformed employee of the Police Department shall be entitled to a payment equal to thirteen (13) working days, whether he does or does not perform duty on any of the following holidays:

- | | |
|----------------|--------------------------|
| 1. January 1 | 8. Labor Day |
| 2. January 15 | 9. October 12 |
| 3. February 12 | 10. General Election Day |
| 4. February 22 | 11. Veterans' Day |
| 5. Good Friday | 12. Thanksgiving |
| 6. May 30 | 13. Christmas |
| 7. July 4 | |

2. This payment shall be in two (2) equal installments on or before July 5, and on or before December 15 of each year based upon the employee's daily rate of pay.

3. Each full-time uniformed employee of the Department shall be permitted, in lieu of being paid for a given holiday, to take a day off subject to the approval of the Chief of Police, based upon the Department's scheduling and manpower requirements, provided such request is made to the Chief of Police thirty (30) days prior to the subject holiday.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1: Definition

A grievance is any alleged violation of this Agreement or any dispute with respect to this Agreement's meaning or application.

Section 2: Purpose

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement.

Section 3: P.B.A. Representative

The Township will recognize a representative designated by the P.B.A. as the grievance representative of the bargaining unit having the duties and responsibilities established by this article. The P.B.A. shall notify the Township in writing of the name of such P.B.A. representative.

Section 4: Procedure

Grievances shall be resolved in conformance with the following procedure:

Step 1

An aggrieved party shall attempt to resolve the grievance informally through the chain of command to the Chief of Police. If an aggrieved party is not able to resolve his grievance informally and he wishes to pursue his grievance he must file a written grievance within seven (7) working days of the date of the occurrence of the facts which gave rise to the grievance with the Chief of Police, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the

Agreement allegedly violated, and the remedy requested. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance between the Chief of Police, the aggrieved party and the P.B.A.'s designated representative if the grievant so desires. A decision thereon shall be rendered in writing by the Chief of Police within five (5) working days after holding of such meeting. Any grievance not appealed in writing to Step 2 by the Employee within ten (10) calendar days of the rendering of the decision shall be considered waived.

Step 2

If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, the matter may be referred by the P.B.A. and/or the aggrieved party to the Township Administrator in a written referral to the Township Administrator. A meeting on the grievance shall be held between the grievant and the Township Administrator at which time a representative of the P.B.A. may be present. Said meeting shall not be public unless the parties so agree in writing. The Township Administrator shall render a final written decision within seven (7) working days of the date of the meeting. Any grievance not appealed in writing to Step 3 by the Employee within ten (10) calendar days of the rendering of the decision shall be considered waived.

Step 3

If the aggrieved party is not satisfied with the disposition of the grievance at Step 2, the matter may be referred by the P.B.A. or its designated representative to the Police

Committee of the Township Council. A meeting on the grievance shall be held between the P.B.A. and the Police Committee at which meeting the parties may be represented. Said meeting shall not be public unless the parties so agree in writing. The Police Committee shall render a final written decision within seven (7) working days of the date of the meeting. Any grievance not appealed in writing to Step 4 by the Employee within ten (10) calendar days of the rendering of the decision shall be considered waived.

Step 4

If an Employee remains aggrieved at the completion of the aforementioned procedures, the P.B.A. may, within ten (10) days of receipt of the written decision of the Police Committee of the Township Council, request arbitration of the grievance. The arbitrator shall be selected by the parties from a panel of proposed arbitrators pursuant to the normal procedures adopted by the Public Employees Relations Commission. If the appeal to arbitration is not taken by the P.B.A. within the aforementioned period, the denial by the Police Committee will be final and binding. Arbitration costs are to be shared equally, all other expenses arising out of the arbitration shall be paid by the party incurring them. The arbitrator's award will be binding upon the parties.

Section 5

The time limits specified in the Grievance Procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.

Section 6

Any Employee may be represented at all stages of the
Grievance Procedure by himself, or, at his option, by the P.B.A.
and/or its attorney

ARTICLE IX - MANAGEMENT RIGHTS

It is understood and agreed that the Township possesses the sole and exclusive right to conduct the Township's business, to manage and direct the affairs of the Police Department, to fulfill its lawful obligations and that all management rights repose in it except as modified or limited by the terms of this Agreement.

It is further agreed and understood that all rights of management are retained by the Township unless otherwise specifically restricted by this Agreement and/or provisions of N.J.S.A. 34:13A-1 et. seq. These rights shall include, but shall not be limited to, the right to:

- (a) Direct the Employees;
- (b) Hire, promote, transfer and assign;
- (c) Suspend, demote, discharge or take other disciplinary action for good and just cause.

ARTICLE X - NO STRIKE PLEDGE

During the terms of this Agreement there will be no strike, work stoppage, slowdown or refusal to cross a picket line. Any Employee who violates the foregoing provisions may be discharged or disciplined by the Township.

ARTICLE XI - DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Township or any of its agents against the Employees into membership. Neither the Township nor the P.B.A. shall discriminate against any Employee because of race, creed, color, age, sex or national origin.

ARTICLE XII- SICK LEAVE

1. The Township Council shall continue the present practice for sick leave payments as relates to employees of the Police Department.

2. Any Employee absent due to illness or injury which results in the Employee's inability to perform his work shall give reasonable notice to the Chief of Police.

3. Any Employee absent from work for three consecutive days or more may be requested to submit a doctor's certificate to the Chief of Police stating the illness or injury causing the Employee's inability to work, the medical treatment provided (including whether the subject treatment will impair the Employee's ability to perform his regular duties in potentially hazardous situations) and when the Employee will be able to return to regular police duty.

4. If an Employee is absent for more than ten days in any calendar month, the Chief of Police at his discretion may request periodic doctor's certificates.

5. In the best interest of the Employee and the Police Department, the Chief of Police may require a physical examination of an Employee by a doctor of the Township's choosing at Township expense.

ARTICLE XIII - LEAVES OF ABSENCE

Bereavement Leave

1. In the event of a death in an Employee's immediate family, time off shall be given from the day of death until the next scheduled work day after the funeral, not to exceed three working days.

2. Immediate family is defined as spouse, father, mother, father-in-law, mother-in-law, sister, brother, child, grandparent, grandchild, or any relative living in the household of the Employee.

3. Verification of the event may be required by the Township.

ARTICLE XIV - SENIORITY

A. Purpose

1. "Seniority" shall mean an Officer's length of continuous service with the Township as a police officer.

2. Officers hereunder shall be governed by seniority for purposes of transfer, lay-off, recall from lay-off and scheduling of vacations.

B. Lay-offs

1. In the event of a lay-off, seniority shall be determined as follows:

(a) within rank

(b) by police department

2. When a lay-off occurs, the least senior officer in the rank affected shall be laid off first. In the event such officer is more senior than an officer in a lower rank, he shall be permitted to bump the less senior officer in the lower rank so that the lay-off shall result in the lay-off of the least senior officer in the police department.

3. When any regular officer is laid off, the Township shall not hire a replacement officer but shall be permitted to use special or auxiliary police officers for emergency or any normal purpose.

C. Recall

1. Officers on lay-off status shall be recalled in the inverse order of lay-off.

2. In the event of a recall, the Township shall serve written notice by certified mail, return receipt requested, upon the P.B.A. and the officer affected, directing such officer to report back to work within five (5) work days after receipt.

3. The provisions of this section shall be available only to an officer for a three year period after the date of his lay-off.

D. Seniority

Seniority shall be broken only under the following circumstances:

1. voluntary termination,
2. termination for justifiable cause, or
3. failure to report back to work within five (5) work days of the receipt of the notification of recall.

E. All promotions shall be based on merit.

ARTICLE XV - GENERAL AND MISCELLANEOUS

Section A: Uniforms and Equipment

1. All employees covered by this agreement will be provided with an annual uniform replacement and maintenance allowance of seven hundred and fifty dollars (\$750.00).

2. The uniform replacement and maintenance allowance shall be paid as follows: - \$250.00 by February 1 of each year

- the remaining \$500.00 by April of each year
upon presentation of an executed claim voucher by each employee.

3. The Chief of Police shall designate all uniforms and equipment to be worn by members of the Police Department.

4. All uniforms and equipment shall be purchased only at vendors approved by the Township.

5. All employees who appear for duty improperly attired and without all required equipment as designated by the Chief of Police shall be dismissed from duty without pay until they are in full compliance.

6. Any uniform item damaged in the line of duty which is not repairable will be replaced by the Township.

Section B: Work Schedule

The Township shall publish work schedules, assigning each Employee to his regularly scheduled shifts at least two months in advance. One copy of such schedule shall be posted on the bulletin board.

Section C: Mileage Allowance

When an Employee is required to use his private vehicle for Township business he will be paid a mileage allowance of twenty cents (\$.20) per mile, plus tolls and parking charges.

Section D: Access to Personnel File

The Employer agrees to permit each Employee full inspection and examination of his personnel file at least once during each calendar year upon reasonable advance request by the Employee. Such inspections shall be noted in the Employee's file. The inspection shall take place in a private place provided by the Employer at reasonable hours during the day. The Employer may require that such inspection and examination take place in the presence of the Chief of Police or his designee, and the Employee may, at his option, have a third party present during such inspection. Whenever a new item is placed into his personnel file, the Employee shall be notified and given the opportunity to review the document, as evidenced by his signature and date. If the Employee elects, he may respond to the document in writing within five (5) calendar days. The Chief of Police shall determine whether such writing should be placed in the Employee's file.

ARTICLE XVI - LEGAL AID

In accordance with N.J.S.A. 40A:14-155, the Township will provide legal aid to all covered Employees as the result of suits or other legal proceedings instituted against them which arise from incidents in the line of duty, but excluding disciplinary or criminal proceedings instituted against employees by the Township of Law Enforcement Agencies.

ARTICLE XVII - SEPARABILITY AND SAVINGS

1. The Township and the P.B.A. recognize the applicability of Presidential Executive Orders dealing with economic controls on wages, prices, salaries and so forth. Therefore, salary or wage increases or other economic changes will be put into effect only to the extent that is legally possible. In the event that any or all of the salary increases or adjustments or other economic changes for 1983 or beyond cannot be legally made effective, such increases or adjustments or changes shall be omitted or proportionately adjusted according to law.

2. In the event that any provision of this Agreement shall, at any time, be declared invalid by Legislative Act or any Court of competent jurisdiction, or through Governmental regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XVIII - DURATION

This Agreement shall become effective January 1, 1991, and continue through December 31, 1993, and thereafter until either party serves written notice at least sixty (60) days prior to its termination of its desire to modify or terminate this Agreement.

Upon receipt of such notification, the parties agree to engage in negotiations within fifteen (15) days thereafter, unless mutually agreed to extend the number of days.

If written notification is not provided as stated herein, this Agreement shall be renewed for additional one (1) year terms.

WEST ESSEX POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 81

BY Sgt. K.J. Reilly

BY Off RA Kelso #157
[Signature]

Witness:

[Signature]

TOWNSHIP OF ESSEX FELLS

By Donald M. McWilliams
Donald M. McWilliams, Mayor

Witness:

[Signature]
Township Clerk